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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

State: Texas
County: Tarrant
Lessor: Dos Gringos, Inc.
Lessee: Vargas Energy, Ltd.
Effective Date: July 18, 2007

On July 18, 2007, Lessor, named above, executed and delivered to Lessee, an Oil and Gas Lease (the "Lease"), recorded in Tarrant County Clerk's Document No. D207259534, Official Public Records, Tarrant County, Texas. The Lease covers the following lands (the "Lands"):

Being a 2.921 acre tract of land out of Blocks 7 and 8, Stonegate Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Volume 388-178, Page 75, Plat Records, Tarrant County, Texas, said property being more particularly described in Tarrant County Clerk's Document No. D207197155, Official Public Records, Tarrant County, Texas.

The Lease is recognized by Lessor as being in full force and effect. By assignment dated February 13, 2008, Vargas Energy, Ltd. assigned a portion of the Lease to XTO Energy Inc. It is the desire of the Lessor and Vargas Energy, Ltd. and XTO Energy Inc. to amend the Lease as to the particular provisions set out below.

For adequate consideration, Lessor and Vargas Energy, Ltd. and XTO Energy Inc. amend the Lease by incorporating into it the following terms, as if originally contained in the Lease:

Paragraph 7 of the Lease should now read as follows:

Pooling. Lessee shall have the right to pool, as to any one or more formations, the Land with other land or leases in the vicinity thereof, to form pooled units for the production of oil and gas or either of them. Units pooled for oil shall not exceed forty (40) acres, plus a tolerance of 10%, and units for gas shall not exceed three hundred and twenty (320) acres, plus a tolerance of 10% for a Horizontal Well or Wells, as defined in the Rules of the Texas Railroad Commission. The unit will become effective when Lessee

files in the Real Property Records of the county where the Land is located a document describing the pooled acreage and depths for the pooled unit. Lessee will deliver a copy of the document creating the unit to Lessor. Lessee may at its election exercise its pooling option before or after commencing operations. Operations for drilling on or production of oil or gas from any part of a pooled unit that includes land covered by this Lease shall be considered as operations on or production of oil or gas from the portion of the Land included in the pooled unit. There shall be allocated to the Land included in the unit that prorated portion of the oil and gas, or either of them, gas produced from the pooled unit that the number of surface acres of the Land included in the unit bears to the total number of surface acres included in the unit. Royalties shall be computed on the portion of production allocated to the Land.

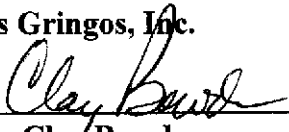
If the amendment(s), set out above, varies from a provision(s) or term(s) already existing in the Lease, the amending provision(s) specifically supersedes the provision(s) or term(s) originally contained in the Lease.

For adequate consideration, Lessor grant, lease and let to Lessee the Lands for the term provided in the Lease, as amended.

This Amendment may be executed in multiple counterparts. When executed, counterpart shall be binding on the party signing it, regardless of whether all Lessor execute this Amendment.

This Amendment is signed by Lessor and Lessee as of the date of the acknowledgment of their respective signatures, but is effective for all purposes as of the Effective Date stated above.

Lessor:
Dos Gringos, Inc.



By: Clay Bowden
Title: Vice President

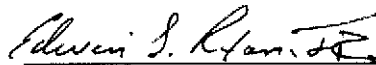
Vargas Energy, Ltd.

By: Plover Production Company, LLC,
its sole General Partner



By: Crawford Edwards, President

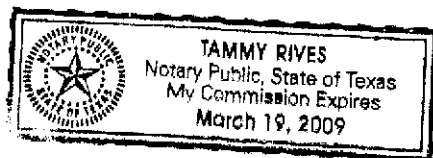
XTO Energy Inc.



Edwin S. Ryan, Jr.
Sr. Vice President – Land Administration

THE STATE OF Texas §
§
COUNTY OF Tarrant §

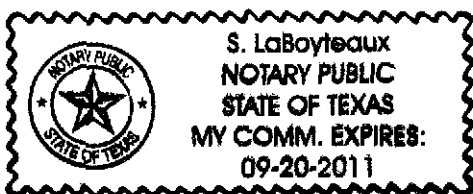
This instrument was acknowledged before me on the 16th day of June, 2008, by Clay Bowden as President of Dos Gringos, LLC on behalf of said Limited Liability Company.



Notary Public in and for the State of TX
My Commission Expires: 3-19-2009

THE STATE OF Texas §
§
COUNTY OF Tarrant §

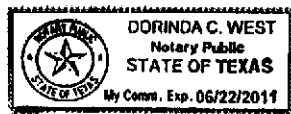
This instrument was acknowledged before me on the 19th day of June, 2008, by Crawford Edwards as President of Plover Production Company, LLC as General Partner of Vargas Energy, Ltd.



Notary Public in and for the State of _____
My Commission Expires: _____

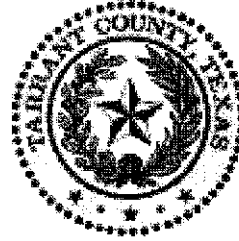
THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 24th day of June, 2008, by Edwin S. Ryan, Jr., Sr. Vice President – Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.



Dorinda C West
Notary Public in and for the State of Texas

Returns:
Holland Acquisitions
309 W 7th Street, Suite 300
Fort Worth TX 76102



HOLLAND ACQUISITIONS
309 W 7TH ST STE 300

FT WORTH TX 76102

Submitter: HOLLAND

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 06/30/2008 04:12 PM
Instrument #: D208252128
OPR 5 PGS \$28.00

By: _____



D208252128

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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